



Lopez Agencies LLC  
2301 E Griffin Ste A  
Mission TX 78572-3486



ROSA BARRERA  
LAURENCIO F BARRERA  
1709 AZALEA ST  
MISSION TX 78573-9299

Information as of May 21, 2024

Policyholder(s) Page 1 of 2

**Rosa Barrera, Laurencio F Barrera**

Policy number

**436 763 284**

Your Allstate agency is  
**Lopez Agencies LLC**  
(956) 997-6777  
TLOPEZ@allstate.com

Scan or visit  
[allstate.com/forms](http://allstate.com/forms)  
to access the  
**Policy Contract.**



## Welcome to Allstate!

Thank you for choosing Allstate for your House & Home insurance. We look forward to protecting what's important to you for many years.

### Here's your insurance policy

Along with your new House & Home policy, we've included a guide to what's in this package and answers to some common questions.

### How to contact us

Please give your Allstate Agent a call at (956) 997-6777 if you have any questions. It's our job to make sure you're in good hands.

NP210



Policy number:  
Policy effective date:

**436 763 284**  
May 27, 2024

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## Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

**What's in this package?**

View the guide below for details on what's included.

Please note: The Policy Contract listed as the first item under 'Your policy documents' section below is not mailed and can be found at [allstate.com/forms](http://allstate.com/forms). Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

**Am I getting all the discounts I should?**

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

**What about my bill?**

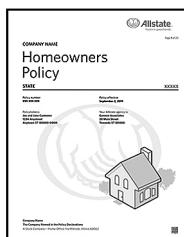
Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.

You can also pay your bill online at [Allstate.com/support](http://Allstate.com/support) or through the Allstate mobile app. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule. Para español, llamar al 1-800-979-4285.

**What if I have questions?**

Visit [Allstate.com/support](http://Allstate.com/support) to browse our list of frequently asked questions and find information regarding billing or policy documents. You can also create an online account to access and manage your policies. Para español, llamar al 1-800-979-4285.

## A guide to your welcome package



**Policy Declarations\***  
The Policy Declarations lists policy details, such as your property details and coverages.

**Policy**  
Your policy is your insurance contract; it lists all of the terms and conditions of your coverage. Located on [www.allstate.com/forms](http://www.allstate.com/forms)

**Policy Endorsements**  
If we make any changes to your policy, these documents will include your new contract language.

**Important Notices**  
We use these notices to call attention to particularly important coverages, policy changes and discounts.

**Insurance Made Simple**  
Insurance seem complicated? Our online guides explain coverage terms and features: [www.allstate.com/madesimple](http://www.allstate.com/madesimple) [Espanol.allstate.com/facildeentender](http://Espanol.allstate.com/facildeentender)

\* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

Policy number:

**436 763 284**

Policy effective date:

May 27, 2024

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## How to find all documents related to your policy

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The Policy Contract listed as the first item under 'Your policy documents' section is not automatically mailed and can be found at [allstate.com/forms](https://allstate.com/forms). Note: Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages.

**The choice is yours, here are three ways to view these documents:**

- 1) Visit [allstate.com/forms](https://allstate.com/forms) to select the state the policy is issued in and the form number to view, download, save and print the Policy Contract.
- 2) Register or log in to [myaccount.allstate.com](https://myaccount.allstate.com) to view your complete Policy Package.
- 3) Call us at 1-800 Allstate® (1-800-255-7828) to request a mailed copy of your complete Policy Package at no charge.

**X74041**





Policy number:  
Policy effective date:

**436 763 284**  
May 27, 2024

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## IMPORTANT NOTICE

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### Allstate Insurance Company

To get information or file a complaint with your insurance company:

**Call: Toll Free at 1-800 Allstate® (1-800-255-7828)**

Email:

allstatecustomerservicesupport@allstate.com

Mail:

P. O. Box 660598, Dallas, TX 75266-0598

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: P.O. Box 12030, Austin, TX 78711-2030

## INSURANCE WEBSITE NOTICE

### To compare policies and prices:

Visit [HelpInsure.com](http://HelpInsure.com) to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

## AVISO IMPORTANTE

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

### Allstate Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: Teléfono gratuito al 1-800-255-7828**

Correo electrónico:

allstatecustomerservicesupport@allstate.com

Dirección postal:

P. O. Box 660598, Dallas, TX 75266-0598

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: P.O. Box 12030, Austin, TX 78711-2030

## AVISO DEL SITIO WEB DE SEGURA

### Para comparar pólizas y precios:

Visite [HelpInsure.com](http://HelpInsure.com) para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

**X67186-6**





# House & Home Policy Declarations

Your policy effective date is May 27, 2024



Page 1 of 4

## Total Premium for the Policy Period

Premium for property insured	\$1,817.92
Recoupment Fee Volunteer Rural Fire Department Assistance Program	1.54
<b>Total</b>	<b>\$1,819.46</b>

## Discounts (included in your total premium)

Protective Device	<b>\$19.65</b>	Claim Free	<b>\$244.71</b>
Allstate Easy Pay Plan	<b>\$69.37</b>	Early Signing	<b>\$13.35</b>
Responsible Payment	<b>\$208.12</b>	Welcome	<b>\$162.85</b>
<b>Total discount savings</b>			<b>\$718.05</b>

## Insured property details\*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182-1) for additional coverage information. Contact us if you have any changes.

**Location of property insured:** 1709 Azalea St, Mission, TX 78573-9299

**Location zone:** N2627425W09832339

Your location zone is based on the location of the insured property and is one of many factors used in determining your rate.

### Dwelling Style:

Built in 2002; 1 family; 1042 sq. ft.; 1 story

### Foundation:

Slab at grade, 100%

### Attached structure:

One 2-car attached garage

### Detached structure:

Utility building, 200 sq. ft.

### Interior details:

One builders grade kitchen

Two builders grade full baths

### Exterior wall type:

100% brick on frame

### Interior wall partition:

100% drywall

### Heating and cooling:

Average cost heat & central air conditioning, 100%

Information as of May 21, 2024

## Summary

Named Insured(s)

**Rosa Barrera, Laurencio F Barrera**

Mailing address

**1709 Azalea St  
Mission TX 78573-9299**

Policy number

**436 763 284**

Your policy provided by

**Allstate Vehicle and Property Insurance Company**

Policy period

Beginning **May 27, 2024** through **May 27, 2025** at 12:01 a.m. standard time

Your Allstate agency is

**Lopez Agencies LLC**

2301 E Griffin Ste A

Mission TX 78572-3486

(956) 997-6777

TLOPEZ@allstate.com

**Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.**

(continued)



**House & Home Policy Declarations**  
Policy number: **436 763 284**  
Policy effective date: May 27, 2024

**Insured property details\* (continued)**

## **Additional details:**

Vinyl sash with glass, 100%  
Two exterior wood doors                   Interior wall height - 8 ft, 100%

#### **Fire protection details:**

Fire department subscription - no 1 mile to fire department

### **Roof surface material type:**

#### **Composition**

#### **Roof details:**

Predominant roof type: Composition      Age of roof - 1 year  
Roof geometry - Hip

**Mortgagee - None**

**Additional Interested Party:**

Gm Loan Management Service J Gilliespie Escrow  
2614 W Freddy Gonzalez Dr. Edinburg, TX 78539-7351

*\*This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

#### **Coverage detail** for the property insured

<b>Coverage</b>	<b>Limits of Liability</b>	<b>Applicable Deductible(s)</b>
Dwelling Protection	\$197,000	<ul style="list-style-type: none"> <li>▪ \$9,850 Tropical Cyclone</li> <li>▪ \$9,850 Windstorm and Hail</li> <li>▪ \$9,850 All other perils</li> </ul>
Other Structures Protection	\$19,700	<ul style="list-style-type: none"> <li>▪ \$9,850 Tropical Cyclone</li> <li>▪ \$9,850 Windstorm and Hail</li> <li>▪ \$9,850 All other perils</li> </ul>
Personal Property Protection	\$118,200	<ul style="list-style-type: none"> <li>▪ \$9,850 Tropical Cyclone</li> <li>▪ \$9,850 Windstorm and Hail</li> <li>▪ \$9,850 All other perils</li> </ul>
Additional Living Expense	Up to 24 months not to exceed \$78,800	
Family Liability Protection	\$100,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Foundation Water Damage	\$5,000	
Building Codes	<b>Not purchased*</b>	
Building Structure Reimbursement	<b>Not purchased*</b>	
Extended Limits		
Roof Surfaces Extended Coverage	Included	
Water Back-Up	\$5,000	• \$500 Water Back-Up
Residence Glass	Included	

House & Home Policy Declarations  
 Policy number: **436 763 284**  
 Policy effective date: May 27, 2024

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#### ► Other Coverages Not Purchased:

- Additional Fire Department Charges\*
- Building Materials Theft\*
- Country Endorsement\*
- Dwelling in the Course of Construction\*
- Electronic Data Recovery\*
- Extended Coverage on Cameras\*
- Extended Coverage on Jewelry, Watches and Furs\*
- Extended Coverage on Musical Instruments\*
- Extended Coverage on Sports Equipment\*
- Fair Rental Income\*
- Golf Cart\*
- Green Improvement\*
- Home Day Care\*
- Identity Theft Expenses\*
- Increased Coverage on Business Property\*
- Increased Coverage on Theft of Silverware\*
- Loss Assessments\*
- Secondary Residence\*
- Yard and Garden\*

\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

## Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

## Your policy documents

Your House & Home policy consists of the Policy Declarations, any Policy Declarations Addendum, and the following documents. Please keep them together.

- AVPIC House & Home Policy - AVP91
- Windstorm and Hail Deductible Endorsement - AVP82
- Water Back-Up Endorsement - AVP98-1
- Roof Surfaces Extended Coverage Endorsement - AVP144-1
- Depreciation Amendatory Endorsement - AP4970
- Tropical Cyclone Deductible Endorsement - APC548-1
- Residence Glass Coverage - AVP99
- Texas Amendatory Endorsement - AVP348
- Texas Amendatory Endorsement - AVP345

Please note: The Policy Contract listed as the first item in this section is not mailed and can be found at [allstate.com/forms](http://allstate.com/forms).

You can view your complete Policy Package, including the Policy Contract, on [myaccount.allstate.com](http://myaccount.allstate.com) or request a mailed copy at 1-800 Allstate® (1-800-255-7828). Endorsements to your Policy Contract are only enclosed the first time they apply to your policy and not in subsequent renewal or endorsement packages.

## Important payment and other information

Here is some additional, helpful information related to your coverage and paying your bill:

- The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh Publications building cost index.
- Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

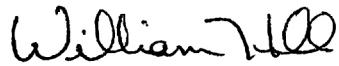


House & Home Policy Declarations  
Policy number: **436 763 284**  
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**Allstate Vehicle and Property Insurance Company's** Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



William Hill  
President



Christine DeBiase  
Secretary



ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

# House & Home Policy

TEXAS

AVP91

Policy number  
**436 763 284**

Policy effective  
**May 27, 2024**

Policyholders  
**Rosa Barrera, Laurencio F  
Barrera  
1709 Azalea St  
Mission TX 78573-9299**

Your Allstate agency is  
**Lopez Agencies LLC  
2301 E Griffin Ste A  
Mission TX 78572-3486**



Allstate Vehicle and Property Insurance Company  
The Company Named in the Policy Declarations  
A Stock Company---Home Office: Northbrook, Illinois 60062



House &amp; Home Policy

Policy number:

Policy effective date:

**436 763 284**

May 27, 2024

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## Agreements We Make With You

We make the following agreements with you:

## General

### Definitions Used In This Policy

Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily injury**—means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include diseases transmitted through sexual contact including:

- a) any venereal disease;
- b) herpes;
- c) Acquired Immune Deficiency Syndrome (AIDS);
- d) AIDS Related Complex (ARC);
- e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**;

unless such symptom, effect, condition, disease or illness results from:

- a) heat, smoke or fumes from a fire which becomes uncontrollable or escapes from its intended location; or
- b) the **sudden and accidental** discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the **residence premises**.

2. **Building structure**—means a structure with walls and a roof.

3. **Business**—means:

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**;

- b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
  - 1) it is rented occasionally for residential purposes;
  - 2) a portion is rented to roomers or boarders, provided not more than two roomers or boarders reside on the **residence premises** at any one time; or
  - 3) a portion is rented as a private garage.

4. **Business day**—means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.
5. **Dwelling**—means the single-family **building structure**, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.
6. **Insured person(s)**—means **you** and, if a resident of **your** household:
  - a) any relative; and
  - b) any person under the age of 21 in **your** care.

Under **Family Liability Protection-Coverage X** and **Guest Medical Protection-Coverage Y**, "**insured person**" also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
- b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

7. **Insured premises**—means:

- a) the **residence premises**; and
- b) under **Section II** only:
  - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
  - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
  - 3) cemetery plots or burial vaults owned by an **insured person**;
  - 4) land owned by or rented to an **insured person** where a single-family **dwelling** is being built as that person's residence;
  - 5) any premises used by an **insured person** in connection with the **residence premises**; and
  - 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

8. **Occurrence**—means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

9. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

10. **Residence employee**—means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.

11. **Residence premises**—means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.



House &amp; Home Policy

Policy number:

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**436 763 284**

May 27, 2024

12. **Roof surface**—means the roof surface material type (slate, composition, wood, tile, metal, all other roof surface material types) of a **building structure** or other structure covered under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B** and all other roofing components, including, but not limited to:
  - a) flashing, caps, vents, drip edges, and ice shields;
  - b) sheeting, felt and membranes;
  - c) modified bitumen, bitumen, rubber, built-up and sprayed polyurethane foam roofing;
  - d) foam inserts and elastomeric coating;
  - e) finials, eave and gable trim and snow guards;
  - f) battens, counter battens, bird stops, gravel stops; and
  - g) coatings, adhesives, adherents and other finishing materials for roof surface materials and all other roofing components.
13. **Sudden and accidental**—means damage which occurs abruptly and is unexpected and/or unintended from the standpoint of **you**.
14. **We, us, or our**—means the company named on the Policy Declarations.
15. **Windstorm**—means wind with or without precipitation.
16. **You or your**—means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's resident spouse.

### **Insuring Agreement**

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

### **Conformity To State Statutes**

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

### **Coverage Changes**

When **we** broaden coverage during the policy period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy are based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this

information changes, or if this information is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current policy period will be used to calculate any change in **your** premium.

### **Policy Transfer**

**You** may not transfer this policy to another person without **our** written consent.

### **Continued Coverage After Your Death**

If **you** die, coverage will continue until the end of the current policy period for:

1. **your** legal representative while acting as such, but only with respect to the **residence premises** and property covered under this policy on the date of **your** death.
2. an **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

### **Dividend Provision**

To the extent and upon the conditions fixed and determined from time to time by **our** Board of Directors in accordance with the provisions of the Texas Insurance Code of 1951, as amended, **you** shall be entitled to participate in a distribution of **our** surplus.

### **Cancellation**

1. **You** may cancel this policy at any time by notifying **us** of the date cancellation is to take effect. **We** will send **you** any refund due when the policy is returned to **us**.
2. If this policy has been in effect for less than 60 days and is not a renewal **we** may cancel this policy if:
  - a) **we** identify a condition that:
    - 1) creates an increased risk of hazard;
    - 2) was not disclosed in the application for insurance coverage; and
    - 3) is not the subject of a prior claim; or
  - b) before the effective date of the policy, **we** have not accepted a copy of a required inspection report that:
    - 1) was completed by an inspector licensed by the Texas Real Estate Commission or who is otherwise authorized to perform inspections; and
    - 2) is dated not earlier than the 90<sup>th</sup> day before the effective date of the policy.

An inspection report is deemed accepted, unless **we** reject it before the 11<sup>th</sup> day after the date the inspection report is received by **us**.

3. **We** may cancel this policy at any time for the following reasons:
  - a) **you** do not pay the premium or any portion of the premium when due.
  - b) the Department of Insurance determines that continuation of the policy would violate the Texas Insurance Code or any other laws governing the business of insurance in this state.

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- c) **you** submit a fraudulent claim.
  - d) there is an increase in the hazard covered by this policy that is within **your** control and that would produce an increase in the premium rate of this policy.
4. The effective date of cancellation cannot be before the 10<sup>th</sup> day after **we** mail the notice if **we** cancel for any of the reasons in item 3 above or the 30<sup>th</sup> day after **we** mail the notice if **we** cancel for any other reason. **Our** notice of cancellation must state the reason for cancellation.
5. If **we** cancel, **our** notice to **you** will state that if the refund is not included with the notice, it will be provided on demand.
6. **We** may not cancel this policy solely because **you** are an elected official

### **Refusal To Renew**

1. **We** may not refuse to renew this policy because of claims for losses resulting from natural causes.
2. **We** may not refuse to renew this policy solely because **you** are an elected officer.
3. **We** may refuse to renew this policy if **you** have filed three or more claims under the policy in any three year period that do not result from natural causes.

If **you** have filed two claims in a period of less than three years, **we** may notify **you** in writing, that if **you** file a third claim during the three year period, **we** may refuse to renew this policy by providing **you** proper notice of **our** refusal to renew as provided in 4 below. If **we** do not notify **you** after the second claim, **we** may not refuse to renew this policy because of losses.

A claim does not include a claim that is filed but is not paid or payable under this policy.

4. If **we** refuse to renew this policy, **we** must deliver to **you**, or mail to **you** at **your** mailing address shown on the Policy Declarations and any mortgagee named on the Policy Declarations, written notice of **our** refusal to renew not later than the 30<sup>th</sup> day before the date on which this policy expires. Proof of mailing will be sufficient proof of notice. If **we** fail to give **you** proper notice of **our** decision not to renew, **you** may require **us** to renew the policy.

### **Charge For Insufficient Funds**

If at any time, **your** payment of any premium amount due is made by check, electronic transaction or other remittance which is not honored because of insufficient funds or closed account, **you** will be charged a fee.

### **Misrepresentation, Fraud Or Concealment**

**We** may void this policy if it was obtained by misrepresentation, fraud or concealment of material facts. If **we** determine that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

**We** do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

### **What Law Will Apply**

This policy is issued in accordance with the laws of the state in which the **residence premises** is located and covers property or risks principally located in that state. Subject to the following paragraph, the laws of the state in which the **residence premises** is located shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, claims or disputes regarding that covered loss to property, or other covered **occurrence**, may be governed by the laws of the jurisdiction in which that covered loss to property or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property, or other covered **occurrence**, may also be brought in the judicial district where that covered loss to property or other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

### **Action Against Us**

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within two years and one day of the date the cause of action first accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

### **Arbitration**

After a loss or occurrence, any coverage claim or dispute in any way related to this policy, by an **insured person** against **us** or **us** against an **insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:



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1. no arbitrator shall have the authority to award punitive damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

### **Residential Community Property Clause**

This policy, subject to all other terms and conditions, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this policy, until the expiration of the policy or until cancelled in accordance with the terms and conditions of this policy.

### **Loss Reduction And Other Items**

From time to time and in **our** sole discretion, **we** may provide **you**, or allow others to provide **you**, with:

1. items, memberships, special offers, merchandise, points, services, classes, seminars or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
2. items, memberships, special offers, merchandise, points, services, classes, seminars or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.

These items, memberships, special offers, merchandise, points, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

## **Section I—Your Property**

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### **Dwelling Protection—Coverage A**

#### **Property We Cover Under Coverage A:**

1. **Your dwelling**, including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

#### **Property We Do Not Cover Under Coverage A:**

1. Any structure, including fences, or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

### **Other Structures Protection—Coverage B**

#### **Property We Cover Under Coverage B:**

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures at the address shown on the Policy Declarations connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.
4. Wall-to-wall carpeting fastened to **building structures**, other than **your dwelling**, at the address shown on the Policy Declarations.

#### **Property We Do Not Cover Under Coverage B:**

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.
3. Land.
4. Construction materials and supplies at the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

### **Personal Property Protection—Coverage C**

#### **Property We Cover Under Coverage C:**

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection—Coverage C**.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

#### **Limitations On Certain Personal Property:**

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection—Coverage C**. The total amount of coverage for each group in any one loss is as follows:

1. \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
2. \$ 500 — Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to:

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- a) tapes;
  - b) CDs, DVDs and other discs;
  - c) records;
  - d) disks;
  - e) reels;
  - f) cassettes;
  - g) cartridges; or
  - h) programs.
3. \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
4. \$ 1,000 — Trading cards, subject to a maximum amount of \$250 per card.
5. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
6. \$ 1,000 — Trailers not used with watercraft.
7. \$ 1,500 — Motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
8. \$ 2,000 — Theft of firearms, their related equipment, and accessories.
9. \$ 2,500 — Theft of goldware, silverware, pewterware and platinumware.
10. \$ 5,000 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware, and furs, including any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.
11. \$ 10,000 — Theft of tools and their accessories.
12. \$ 10,000 — Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

### **Property We Do Not Cover Under Coverage C:**

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or

located in or upon any motorized land vehicle. **We** do not cover motorized land vehicles designed for assisting the disabled, or used solely for the service of the **insured premises**, and not licensed for use on public roads.

4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders or tenants not related to **you**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Satellite dish antennas and their systems.
8. Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards, and smart cards.
9. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
10. Manuscripts, including documents stored on electronic media.

### **Losses We Cover Under Coverages A, B and C:**

**We** will cover **sudden and accidental** direct physical loss to the property described in **Dwelling Protection-Coverage A, Other Structures**

**Protection-Coverage B or Personal Property Protection-Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. **Windstorm** or hail.
3. **We** do not cover:
  - a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
  - b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, **we** do cover canoes and rowboats on the **residence premises**.
3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
8. Vandalism and malicious mischief.

**We** do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.



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## 9. Falling objects.

**We** do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

## 10. Weight of ice, snow or sleet which causes damage to:

- a) a **building structure** or other structure covered under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**; or
- b) property covered under **Personal Property Protection-Coverage C** in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.

## 11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.

## 12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.

13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow. However, **we** do not cover loss, including ensuing loss or the cost of tearing out and replacing any part of **your dwelling**, caused by the discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system where the source of the discharge or overflow is either below the surface of the ground or within or below the slab or foundation of the **dwelling** except as specifically provided in **Section I, Additional Protection**, under item 12, **Foundation Water Damage**.

**We** do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

## 14. Freezing of a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system or a household appliance.

**We** do not cover loss at the **residence premises** under items 12, 13, and 14, immediately above, which is caused by freezing while the **building structure** is vacant, unoccupied or under construction, or when freezing results from a lack of utility services at the **residence premises** to which item A.10 in **Losses We Do Not Cover Under Coverages A, B and C** applies, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

## 15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

**We** do not cover:

- a) theft or attempted theft committed by an **insured person**;
  - b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;
  - c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
  - d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**; or
  - e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.
16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.

**Losses We Do Not Cover Under Coverages A, B and C:**

- A. Under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of:
  - a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.
  - 1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
  - 2. Water or any other substance that backs up through sewers or drains.
  - 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
  - 4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

**We** do cover **sudden and accidental** direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

- 5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

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We do cover **sudden and accidental** direct physical loss caused by fire or explosion resulting from earth movement.

6. Actions taken by civil, governmental or military authorities:
  - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
  - b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.
7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
8. a) War, whether declared or undeclared;
  - b) warlike acts;
  - c) invasion;
  - d) insurrection;
  - e) rebellion;
  - f) revolution;
  - g) civil war;
  - h) usurped power;
  - i) destruction for a military purpose; or
  - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
9. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, we will not apply this exclusion to **sudden and accidental** direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
  - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and

- 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure we cover at the **residence premises**, of lawfully possessed, commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
- g) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property we cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**.
10. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a **sudden and accidental** direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler system, heating or air conditioning systems; or
- b) household appliances;

or when the lack of utility services results in discharge, leakage or overflow from within a) or b) above caused by freezing, we do cover **sudden and accidental** direct physical loss caused by the freezing if you used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

11. Inability of an **insured person** to use, access or retain personal property we cover under **Personal Property Protection-Coverage C** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises** or any other location where the property is located, including, but not limited to, roads,



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highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

**12. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverages A, B and C** to produce a loss.**

**B. Under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** of this policy, we do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or other microbes. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or other microbes.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or other microbes arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Covered Water Loss.**

**C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverages A, B and C**, and there are two or more causes of loss to the covered property, we do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.**

**D. Under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.
2. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
  - a) may be reasonably expected to result from such acts; or
  - b) is the intended result of such acts.

This exclusion will not apply to an innocent spouse or **insured person** who did not contribute to such loss or to the interest of an innocent spouse or **insured person** in the damaged property.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

3. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
  - a) planning, zoning, development, surveying, siting;
  - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c) materials used in repair, construction, renovation or remodeling; or
  - d) maintenance;

of property whether on or off the **residence premises** by any person or organization.

## Section I Additional Protection

**1. Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss we cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Covered Water Loss.**

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property we cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 12 months.

These periods of time are not limited by the termination of this policy.

In no event shall our payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

**2. Civil, Governmental And Military Authorities**

We will pay the reasonable and necessary increase in living expenses up to \$150 per day, for up to two weeks should civil, governmental or military authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by an event, peril or condition we insure against under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**. However, payments for increase in living expenses due to

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remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions**.

#### **Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes**

#### **Remediation As A Direct Result Of A Covered Water Loss.**

The two-week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.

#### **3. Debris Removal**

**We** will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

#### **4. Emergency Removal Of Property**

**We** will pay for **sudden and accidental** direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

#### **5. Fire Department Charges**

**We** will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this protection.

#### **6. Temporary Repairs After A Loss**

**We** will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

#### **7. Trees, Shrubs, Plants And Lawns**

**We** will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Dwelling Protection-Coverage A** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant, including expenses incurred for removing debris. This coverage applies only to **sudden and accidental** direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft, or collapse of a **building structure** or any part of a **building structure**.

**We** will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for **sudden and accidental** direct physical loss caused by **windstorm**, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**.

**We** do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

This coverage does not increase the **Dwelling Protection-Coverage A** limit of liability.

#### **8. Power Interruption**

**We** will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

#### **9. Arson Reward**

**We** will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

#### **10. Collapse**

**We** will cover at the **residence premises**:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by a) or b) above.

For coverage to apply, the collapse of a **building structure** specified in a) or b) above must be a **sudden and accidental** direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Losses We Cover Under Coverages A, B and C**;
- b) weight of persons, animals, equipment or contents;
- c) weight of rain, snow or ice which collects on a roof;
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse, as referenced herein, means the covered **building structure** or part of the covered **building structure** has actually fallen down or fallen into pieces unexpectedly and instantaneously. It does not include settling, cracking, shrinking, bulging, expansion, sagging, or bowing. Furthermore, collapse does not include or mean substantial structural impairment or imminent collapse.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, fuel oil tank, septic tank, cistern or similar system, foundation, retaining wall, bulkhead, pier, wharf or dock is not included, unless the loss is a direct result of the collapse of a **building structure** or part of a **building structure** that is a **sudden and accidental** direct physical loss caused by one or more of the following:

- a) a loss **we** cover under **Section I, Losses We Cover Under Coverages A, B and C**;
- b) weight of persons, animals, equipment or contents;



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- c) weight of rain, snow or ice which collects on a roof; or
- d) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

This coverage does not increase the limit of liability applying to the covered property.

#### **11. Lock Replacement**

When a key to a lock is stolen as part of a covered theft loss, **we** will pay, under **Dwelling Protection-Coverage A or Other Structures**

**Protection-Coverage B**, as applicable, up to \$500 for the reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality.

This coverage does not increase the limit of liability that applies to the covered property.

#### **12. Foundation Water Damage**

In the event of the **sudden and accidental** discharge or overflow of water or steam from within a plumbing, heating or air conditioning system, household appliance, fire protection or sprinkler system where the source of the discharge or overflow is located within or below the slab or foundation of the **dwelling**, **we** will pay up to the amount shown on the Policy Declarations for:

- a) tearing out and replacing any part of the **dwelling** necessary to access, repair or replace that part of such system, and
- b) loss to property covered under **Dwelling Protection-Coverage A** and **Personal Property Protection-Coverage C** that results from the **sudden and accidental** escape of water or steam from within a plumbing, heating or air conditioning system, household appliance, fire protection or sprinkler system located within the slab or foundation of the **dwelling**.

This coverage does not include damage to the system from which the water or steam escaped.

### **Section I Conditions**

#### **1. Deductible**

**We** will pay when a covered loss exceeds the applicable deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

#### **2. Insurable Interest And Our Liability**

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

**Section 862.053 Policy A Liquidated Demand.** A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. The provisions of this article shall not apply to personal property.

#### **3. What You Must Do After A Loss**

In the event of a loss to any property that may be covered by this policy, **you must**:

- a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
  - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 91 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
  - 1) the date, time, location and cause of loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
  - 4) any other insurance that may cover the loss;
  - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
  - 6) at **our** request, the specifications of any damaged **building structure** or other structure.

**We** have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

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#### 4. Our Duties After Loss

- a) Within 15 days after **we** receive **your** written notice of claim, **we** must:
  - 1) acknowledge receipt of the claim. If **our** acknowledgement of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgement;
  - 2) begin any investigation of the claim; and
  - 3) specify the information **you** must provide in accordance with **Section I, Conditions** item 3 "What You Must Do After A Loss."

We may request more information, if during the investigation of the claim such additional information is necessary.
- b) After **we** receive the information **we** request, **we** must notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed:
  - 1) within 15 **business days**; or
  - 2) within 30 days if **we** have reason to believe the loss resulted from arson.
- c) If **we** do not approve payment of **your** claim or require more time for processing **your** claim, **we** must:
  - 1) give the reasons for denying **your** claim; or
  - 2) give the reasons **we** require more time to process **your** claim. But, **we** must either approve or deny **your** claim within 45 days after requesting more time.

#### 5. Our Settlement Options

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5, "How We Pay For A Loss."

Within 30 days after **we** receive **your** signed, sworn proof of loss, **we** will notify **you** of the option or options **we** intend to exercise.

#### 6. How We Pay For A Loss

Under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C**, payment for covered loss will be by one or more of the following methods:

- a) Special Payment. At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
  - 1) the whole amount of loss for property covered under **Dwelling Protection-Coverage A and Other Structures Protection-Coverage B**, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision; or
  - 2) the whole amount of loss for property covered under **Personal Property Protection-Coverage C**, without

deduction for depreciation, is less than \$2,500, **your** Policy Declarations shows that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

- b) Actual Cash Value. If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

**You** may make claim for additional payment as described in paragraph c) and paragraph d) below if applicable, if **you** repair or replace the damaged, destroyed or stolen covered property within 365 days after the loss unless **you** request in writing that this time limit be extended for an additional 180 days.

- c) Building Structure Reimbursement. Under **Dwelling Protection-Coverage A and Other Structures Protection-Coverage B**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within 365 days after the loss unless **you** request in writing that this time limit be extended for an additional 180 days.

This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Covered Water Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A, B, And C**, paragraph B.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the **building structure(s)** for equivalent construction for similar use on the same **residence premises**;
- 2) the amount actually and necessarily spent to repair or replace the damaged **building structure(s)** with equivalent construction for similar use on the same **residence premises**; or
- 3) the Limit Of Liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**, regardless of the number of **building**



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**structures** and structures other than **building structures** involved in the loss.

If **you** replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structure Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a **building structure**;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**;
- 4) **roof surface(s)** when the loss is caused by **windstorm** or **hail**; or
- 5) land.

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of **building structures** or other structures.

d) Personal Property Reimbursement. Under **Personal Property Protection-Coverage C**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 365 days of the loss.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Personal Property Protection-Coverage C**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

## 7. Our Settlement Of Loss

We will settle any covered loss with **you** unless some other person or entity is named in the policy. We will settle within 5 **business days** after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and us, an appraisal award or a court judgment.

If we notify **you** that we will pay **your** claim, or part of **your** claim, we must pay within 5 **business days** after we notify **you**. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, we must pay within 5 **business days** after the date **you** perform the act.

## 8. Appraisal

If **you** and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to us, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

## 9. Abandoned Property

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

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#### 10. Permission Granted To You

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

#### 11. Our Rights To Recover Payment

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

#### 12. Our Rights To Obtain Salvage

**We** have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

**We** will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss. If no signed, sworn proof of loss is requested by **us**, **we** will notify **you** of **our** intent to exercise this option within 60 days after the date **you** report the loss to **us**.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

#### 13. Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within two years and one day from the date the cause of action first accrues.

#### 14. Loss To A Pair Or Set

If there is a covered loss to a pair or set, **we** may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

#### 15. Glass Replacement

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

#### 16. No Benefit To Bailee

This insurance will not benefit any person or organization that may be caring for or handling **your** property for a fee.

#### 17. Other Insurance

If both this insurance and other insurance apply to a loss, **we** will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

#### 18. Property Insurance Adjustment

At each policy renewal, **we** may increase the Limit Of Liability shown on the Policy Declarations for **Dwelling Protection-Coverage A** to reflect the minimum amount of insurance coverage **we** are willing to issue for the succeeding policy period under **Dwelling Protection-Coverage A** for **your dwelling** and other property **we** cover under **Dwelling Protection-Coverage A**.

Any adjustment in the limit of liability for **Dwelling Protection-Coverage A** will result in an adjustment in the limit of liability for **Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C** in accordance with **our** manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by **us** at the time a change in limits is made.

**We** will not reduce the Limit Of Liability shown on the Policy Declarations without **your** consent. **You** agree that it is **your** responsibility to ensure that each of the Limits Of Liability shown on the Policy Declarations are appropriate for **your** insurance needs. If **you** want to increase or decrease any of the Limits Of Liability shown on the Policy Declarations, **you** must contact **us** to request such a change.

#### 19. Mortgagee

A covered loss will be payable to the mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

**We** will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if **we** cancel this policy.



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The mortgagee will:

- a) furnish proof of loss within 91 days after notice of the loss if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give **us** the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

If property covered under **Dwelling Protection-Coverage A** is foreclosed upon under a deed of trust, the mortgagee of that property may cancel this policy at any time by notifying **us** of the date cancellation is to take effect. **We** will send the refund, if any, to the mortgagee.

The mortgagee must credit the refund against any deficiency owed by **you** and return any amount not so credited to **you**.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

## 20. Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, each claim handling deadline shown under the **What You Must Do After A Loss, Our Duties After Loss and Our Settlement Of Loss** conditions is extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

- a) is declared a disaster under the Texas Disaster Act of 1975; or
- b) is determined to be a catastrophe by the Texas Department of Insurance.

## 21. Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes

### Remediation As A Direct Result Of A Covered Water Loss

In the event of a covered water loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot or other microbes **remediation**.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable.

**Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**.

## Section II—Family Liability And Guest Medical Protection

### Family Liability Protection-Coverage X

#### Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, **we** will pay damages which an **insured person** becomes legally obligated to pay because of **bodily injury** or **property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

**We** may investigate or settle any claim or suit for covered damages against an **insured person**. If an **insured person** is sued for these damages, **we** will provide a defense with counsel of **our** choice, even if the allegations are groundless, false or fraudulent. **We** are not obligated to pay any claim or judgment after **we** have exhausted **our** limit of liability.

#### Losses We Do Not Cover Under Coverage X:

1. **We** do not cover **bodily injury** or **property damage** which is caused intentionally by or at the direction of an **insured person**.  
  
**We** will not apply this exclusion to an innocent spouse or **insured person** who did not cooperate in, or contribute to, such **bodily injury** or **property damage**.
2. **We** do not cover **bodily injury** to an **insured person** or **property damage** to property owned by an **insured person** whenever any benefit of this coverage would accrue directly or indirectly to an **insured person**.  
  
**We** do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, by an **insured person** under any workers' compensation, non-occupational disability or occupational disease law.
3. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.  
  
**We** will not apply this exclusion to **bodily injury** to a **residence employee**.
4. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. **We** will not apply this exclusion to:
  - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
  - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;

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- c) a motorized wheelchair;
  - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
  - e) a golf cart owned by an **insured person** when used for golfing purposes;
  - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - g) lawn or garden implements under 40 horsepower; or
  - h) **bodily injury** to a **residence employee**.
6. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
  - b) is a sailing vessel 26 feet or more in length;
  - c) is powered by one or more outboard motors with more than 25 total horsepower;
  - d) is designated as an airboat, air cushion, or similar type of watercraft; or
  - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.
- We will not apply this exclusion to bodily injury to a residence employee.**
7. **We do not cover bodily injury or property damage** arising out of:
- a) the negligent supervision by any **insured person** of any person; or
  - b) any liability statutorily imposed on any **insured person**;
- arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We do not cover any bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
- We will not apply this exclusion to bodily injury** which results from such discharge, dispersal, release or escape, if the discharge, dispersal, release or escape is **sudden and accidental**.
9. **We do not cover any property damage** which results in any manner from vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.
10. **We do not cover any liability imposed upon any insured person** by any civil, governmental or military authority for **bodily injury or property damage** which results in any manner from vapors, fumes, smoke, smog,

soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

11. **We do not cover bodily injury or property damage** arising out of the rendering of, or failure to render, professional services by an **insured person**.
12. **We do not cover bodily injury or property damage** arising out of the past or present **business** activities of an **insured person**.
13. **We will not apply this exclusion to bodily injury or property damage** arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.
14. **We do not cover property damage** to property rented to, occupied or used by, or in the care of, an **insured person**. **We will not apply this exclusion if the property damage** is caused by fire, explosion or smoke.
15. **We do not cover any liability an insured person assumes** arising out of any contract or agreement.
16. **We do not cover bodily injury or property damage** caused by:
  - a) war, whether declared or undeclared;
  - b) warlike acts;
  - c) invasion;
  - d) insurrection;
  - e) rebellion;
  - f) revolution;
  - g) civil war;
  - h) usurped power;
  - i) destruction for a military purpose; or
  - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
17. **We do not cover bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or other microbes.
18. **We do not cover any liability imposed upon any insured person** by any civil, governmental or military authority for **bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or other microbes.
19. **We do not cover any loss, cost or expense** arising out of any request, demand, or order that any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of any type of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.



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20. **We do not cover bodily injury or property damage** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury or property damage** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.
21. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We** will not apply this exclusion to **bodily injury to a residence employee**.

## Guest Medical Protection-Coverage Y

### Losses We Cover Under Coverage Y:

**We** will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, ambulance, hospital, licensed nursing and funeral services, and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
  - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
  - b) is caused by the activities of an **insured person** or a **residence employee**;
  - c) is caused by an animal owned by or in the care of an **insured person**; or
  - d) is sustained by a **residence employee**.

### Losses We Do Not Cover Under Coverage Y:

1. **We** do not cover **bodily injury** which is caused intentionally by or at the direction of an **insured person**.

**We** will not apply this exclusion to an innocent spouse or **insured person** who did not cooperate in, or contribute to, such **bodily injury**.

2. **We** do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. **We** will not apply this exclusion to a **residence employee**.
3. **We** do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.

**We** will not apply this exclusion to **bodily injury to a residence employee**.

5. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. **We** will not apply this exclusion to:
  - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
  - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
  - c) a motorized wheelchair;
  - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
  - e) a golf cart owned by an **insured person** when used for golfing purposes;
  - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
  - g) lawn or garden implements under 40 horsepower; or
  - h) **bodily injury to a residence employee**.
6. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
  - a) has inboard or inboard-outboard motor power of more than 50 horsepower;
  - b) is a sailing vessel 26 feet or more in length;
  - c) is powered by one or more outboard motors with more than 25 total horsepower;
  - d) is designated as an airboat, air cushion, or similar type of watercraft; or
  - e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

**We** will not apply this exclusion to **bodily injury to a residence employee**.
7. **We** do not cover **bodily injury** arising out of:
  - a) the negligent supervision by any **insured person** of any person; or
  - b) any liability statutorily imposed on any **insured person**;

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, hovercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.
8. **We** do not cover any **bodily injury** which results in any manner from the discharge, dispersal, release or escape of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

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**We** will not apply this exclusion to **bodily injury** which results from such discharge, dispersal, release or escape, if the discharge, dispersal, release or escape is **sudden and accidental**.

9. **We** do not cover **bodily injury** arising out of the rendering of, or failure to render, professional services by an **insured person**.
10. **We** do not cover **bodily injury** arising out of the past or present **business** activities of an **insured person**.

**We** will not apply this exclusion to **bodily injury** arising from the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age who is self-employed and has no employees.

11. **We** do not cover **bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.
12. **We** do not cover **bodily injury** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**.  
**We** will not apply this exclusion to **bodily injury** to a **residence employee**.

13. **We** do not cover **bodily injury** caused by:
  - a) war, whether declared or undeclared;
  - b) warlike acts;
  - c) invasion;
  - d) insurrection;
  - e) rebellion;
  - f) revolution;
  - g) civil war;
  - h) usurped power;
  - i) destruction for a military purpose; or
  - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

14. **We** do not cover **bodily injury** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or other microbes.

15. **We** do not cover **bodily injury** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke

16. **We** do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of hovercrafts. **We** will not apply this exclusion to **bodily injury** to a **residence employee**.

## Section II Additional Protection

**We** will pay, in addition to the limits of liability:

### 1. Claim Expenses

**We** will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;

- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- d) up to \$150 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

### 2. Emergency First Aid

**We** will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

### 3. Damage To Property Of Others

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

**We** will not pay for **property damage**:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household; or
- d) arising out of:
  - 1) past or present **business** activities;
  - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
  - 3) the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

## Section II Conditions

### 1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- a) Promptly notify **us** or **our** agent stating:
  - 1) **your** name and policy number;
  - 2) the date, the place and the circumstances of the loss;
  - 3) the name and address of anyone who might have a claim against an **insured person**;
  - 4) the names and addresses of any witnesses.
- b) Promptly send **us** any legal papers relating to the accident.
- c) At **our** request, an **insured person** will:
  - 1) cooperate with **us** and assist **us** in any matter concerning a claim or suit;
  - 2) help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;



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- 3) attend any hearing or trial.
- d) Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 91 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

## **2. What An Injured Person Must Do—Guest Medical Protection-Coverage Y**

If someone is injured, that person, or someone acting for that person, must do the following:

- Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- Give **us** written authorization to obtain copies of all medical records and reports.
- Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.

## **3. Our Payment Of Loss—Guest Medical Protection-Coverage Y**

**We** may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by **us** or an **insured person**.

## **4. Our Limits Of Liability**

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, **our** total liability under **Family Liability Protection-Coverage X** for damages resulting from one **occurrence** will not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

**Our** total liability under **Guest Medical Protection-Coverage Y** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" Limit Of Liability shown on the Policy Declarations.

## **5. Bankruptcy**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

## **6. Our Rights To Recover Payment—Family Liability Protection-Coverage X**

When **we** pay any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them.

## **7. Action Against Us**

- No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.

- No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Family Liability Protection-Coverage X**, unless the obligation of an **insured person** to pay has been finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person and **us**, and the action against **us** is commenced within two years and one day from the date the cause of action first accrues.
- No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Guest Medical Protection-Coverage Y**, unless such action is commenced within two years and one day from the date the cause of action first accrues.
- No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II Additional Protection**, unless such action is commenced within two years and one day from the date the cause of action first accrues.
- No one shall have any right to make **us** a party to an action to determine the liability of an **insured person**.

## **8. Other Insurance—Family Liability Protection-Coverage X**

This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

## **9. Notice Of Settlement Of Liability Claim**

- We** will notify the **insured person** in writing of any initial offer to compromise or settle a claim against the **insured person** under the liability section of this policy. **We** will give the **insured person** notice within 10 days after the date the offer is made.
- We** will notify the **insured person** in writing of any settlement of a claim against the **insured person** under the liability section of this policy. **We** will give the **insured person** notice within 30 days after the date of the settlement.

## **Section III—Optional Protection**

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### **Optional Coverages**

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

#### **1. Building Codes—Coverage BC**

**We** will pay up to the Limit Of Liability shown on the Policy Declarations for Building Codes coverage to comply with local building codes after covered loss to the **dwelling** or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of the **dwelling**.

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## 2. Increased Coverage On Business Property-Coverage BP

The limitation on **business** property located on the **residence premises**, under **Personal Property Protection-Coverage C**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the **residence premises**.

## 3. Fire Department Charges-Coverage F

The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

## 4. Loss Assessments-Coverage G

If **your residence premises** includes a **building structure** which is constructed in common with one or more similar buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your** household as a private residence, including the grounds, related structures and private approaches to them.

**We** will pay **your** share of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) **sudden and accidental** direct physical loss to the property held in common by all building owners caused by a loss **we** cover under **Section I** of this policy; or
- b) **bodily injury or property damage** covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

**We** will pay only when the assessment levied against the **insured person**, as a result of any one loss, for **bodily injury or property damage** exceeds \$500 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I** and **II** of this policy and the **Section I and II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

## 5. Extended Coverage On Jewelry, Watches And Furs-Coverage J

**Personal Property Protection-Coverage C** is extended to pay for **sudden and accidental** direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection-Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

The following exclusions contained in **Losses We Do Not Cover Under Coverages A, B and C** apply to the coverage afforded under this **Coverage J**: items A.7, A.8, D.1 and D.3. In addition, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- a) wear and tear;
- b) gradual deterioration;
- c) inherent vice; or
- d) insects or vermin.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection-Coverage C**, also applies to a loss under this coverage.

## 6. Increased Coverage On Theft Of Silverware-Coverage ST

The \$2,500 limitation on theft of goldware, silverware, pewterware and platinumware under **Personal Property Protection-Coverage C** is increased to the amount shown on the Policy Declarations.



## Policy Endorsement

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*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

### Windstorm and Hail Deductible Endorsement - AVP82 (2016)

Under **Section I Conditions**, Conditions 1, "**Deductible**," the following is added:

#### Windstorm And Hail Deductible

The windstorm and hail deductible applies in the event of covered loss caused by **windstorm** or hail.

The **windstorm** and hail deductible amount will appear on **your** Policy Declarations. **We** will pay only when a covered loss to which this deductible applies exceeds the **windstorm** and hail deductible amount. **We** will then pay only the excess amount.

If another deductible applicable to the loss exceeds the **windstorm** and hail deductible, the greater deductible will be applied to the loss.

All other provisions of **your** policy apply.

*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

### Water Back-Up Endorsement - AVP98-1

For an additional premium and when **your** Policy Declarations indicates that **Water Back-Up** applies, the following coverage is added:

#### Water Back-Up-Coverage WB

**We** will cover sudden and accidental direct physical loss to property **we** cover under **Dwelling Protection-Coverage A, Other Structures**

**Protection-Coverage B and Personal Property Protection-Coverage C**

caused by water or any other substances within **your dwelling** or other

**building structures** on the **residence premises** which:

- backs up through sewers or drains located within the **residence premises**; or
- overflows from a sump pump, sump pump well or other system located within the **residence premises** designed for the removal of subsurface water which is drained from a foundation area of a structure.

The limit of liability for **Water Back-Up-Coverage WB** is shown on **your** Policy Declarations. This is the total amount for any one loss available under **Water Back-Up-Coverage WB** including amounts paid or payable under **Water Back-Up-Coverage WB Additional Protection**. Once this limit of liability for

**Water Back-Up-Coverage WB** is exhausted, no further amounts will be available.

The insurance provided by **Water Back-Up-Coverage WB** shall be excess over any other insurance that also applies to a loss covered under this coverage.

This coverage does not apply if the loss occurs or is in progress within the first ten days that the Water Back-Up Endorsement is initially bound except if the Water Back-Up Endorsement is bound at the original inception of **your** policy.

If **you** increase the limit and/or lower the deductible for **your** existing Water Back-Up Endorsement, **your** coverage will be limited to the prior limit and/or deductible for the first ten days after the new limit and/or deductible is bound to **your** policy.

The deductible for **Water Back-Up-Coverage WB** will be shown on **your** Policy Declarations. The deductible for **Water Back-Up-Coverage WB** will apply to a loss covered under **Water Back-Up-Coverage WB**.

For the purposes of this endorsement only, **Section I Additional Protection** is replaced with the following:

- **Water Back-Up-Coverage WB Additional Protection**

The coverage afforded under **Water Back-Up-Coverage WB Additional Protection** does not increase the limit of **Water Back-Up-Coverage WB**.

- **Additional Living Expense**

**We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss covered under **Water Back-Up-Coverage WB** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Water Loss Covered Under Water Back-Up-Coverage WB**.

Payment for additional living expense as a result of a direct physical loss covered under **Water Back-Up-Coverage WB** will be limited to the least of the following:

- the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- 12 months.

These periods of time are not limited by the termination of this policy.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

- **Debris Removal**

**We** will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover under **Water Back-Up-Coverage WB**.

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- Temporary Repairs After A Loss**

We will reimburse you for the reasonable and necessary cost you incur for temporary repairs to protect covered property from further imminent covered loss following a loss we cover under **Water Back-Up-Coverage WB**. This coverage does not increase the limit of liability applying to the property being repaired.

In **Section I Conditions**, under item 19, **Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Covered Water Loss**, the following provision is added:

**Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Water Loss Covered Under Water Back-Up-Coverage WB**

In the event of a water loss covered under **Water Back-Up-Coverage WB**, we will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

**Remediation** means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** damaged by a water loss covered under **Water Back-Up-Coverage WB**, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes your residence premises uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

Payments under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Water Loss Covered Under Water Back-Up-Coverage WB** will not reduce amounts paid or payable under **Water Back-Up-Coverage WB**.

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a **building structure**;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**; or
- 4) land.

All other policy terms and conditions apply.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

### **Amendatory Endorsement – AP4970**

Throughout the policy, when determining the actual cash value of the loss, the costs necessary to repair, rebuild or replace the destroyed, damaged or stolen property may be depreciated. Such costs subject to depreciation may include, but are not limited to, goods, materials, equipment, labor, overhead and profit, taxes, fees or similar charges.

All other policy terms and conditions apply.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

### **Tropical Cyclone Deductible Endorsement – APC548-1**

It is agreed that your policy is amended as follows:

- I. Under **Definitions Used In This Policy**, the following definitions are added:

**Hurricane**—means a weather system declared by the **National Weather Service** to be a hurricane.

**National Weather Service**—means the National Weather Service or, if the National Weather Service ceases to exist, ceases to perform the function of declaring weather systems to be hurricanes or tropical storms, or ceases to perform the function of issuing hurricane watches or hurricane warnings, such other entity as determined by us.

**Tropical cyclone**—means a **hurricane**, a **tropical storm**, or any wind, hail, rain, snow, or sleet accompanying a **hurricane** or a **tropical storm**.

All other policy terms and conditions apply.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

### **Roof Surfaces Extended Coverage Endorsement – AVP144-1**

In **Section I Conditions**, item 6, **How We Pay For A Loss**, provision c) (titled "Building Structure Reimbursement.") the sixth paragraph is replaced by the following:

Building Structure Reimbursement will not apply to:



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**Tropical storm**—means a weather system declared by the **National Weather Service** to be a tropical storm, provided such weather system:

- a) was a **hurricane** or, at any time in the 24 hours immediately following **your** covered loss, becomes a **hurricane**; and
- b) was the subject of a hurricane watch or hurricane warning issued by the **National Weather Service** for any part of the state in which **your residence premises** is located.

II. Under **Section I Conditions**, Condition 1, **Deductible**, the following is added:

**Tropical Cyclone Deductible**

The tropical cyclone deductible applies in the event of covered loss caused by **tropical cyclone** or by any object(s) driven by **tropical cyclone**.

The tropical cyclone deductible amount will appear on **your** Policy Declarations. **We** will pay only when a covered loss to which this deductible applies exceeds the tropical cyclone deductible amount. **We** will then pay only the excess amount.

If another deductible applicable to the loss exceeds the tropical cyclone deductible, the greater deductible will be applied to the loss.

All other provisions of the policy apply.

*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

## Residence Glass Coverage - AVP99

**We** will pay for **sudden and accidental** direct physical loss to residence glass caused by breakage of or by chemicals applied to such glass if permanently attached to the **dwelling** or other **building structures** located at the **residence premises**. **We** will also pay for storm windows and doors located at the **residence premises** which are not permanently attached. **Our** payment will include the cost of making temporary repairs, damage to encasing frames and removing or replacing obstructions because of a covered loss to glass.

### Limit Of Liability For Residence Glass Coverage

**We** will pay up to \$100 resulting from any one loss for the items listed in a) through i) below:

- a) multiple plate insulating units;
- b) radiant heating panels;
- c) conservatory or greenhouse glass;
- d) chandeliers or light fixtures;
- e) jalousies, louvers or shutter;
- f) Venetian type doors or windows;
- g) stained or leaded glass; or
- h) glass bricks, shingles or other structural glass; or

- i) any pane or plate of glass not described in a) through h) above.

Under **Residence Glass Coverage**, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
- a) War, whether declared or undeclared;
- b) warlike acts;
- c) invasion;
- d) insurrection;
- e) rebellion;
- f) revolution;
- g) civil war;
- h) usurped power;
- i) destruction for a military purpose; or
- j) action taken by civil, government or military authority to hinder or defend against an actual or impending enemy act.

### Applicable Policy Provisions

In addition to the provisions specific to this coverage form, the following policy parts apply:

1. Under the **General** section:
  - a) **Definitions Used In This Policy**
  - b) **Coverage Changes**
  - c) **Cancellation**
  - d) **Action Against Us**
  - e) **Arbitration**
2. Under **Section I Conditions**:
  - a) **What You Must Do After A Loss**
  - b) **Our Rights To Recover Payment**
  - c) **Action Against Us**

No deductible applies to this protection.

*The following endorsement changes your policy.*

*Please read this document carefully and keep it with your policy.*

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## Texas Amendatory Endorsement - AVP348

I. In **Section I—Your Property**, under **Property We Cover Under Coverage C**, item 1 is replaced by the following:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection-Coverage C**.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after **you** begin to move property there; or
- b) in use at a temporary residence when a direct physical loss **we** cover makes **your residence premises** uninhabitable.

II. In **Section I—Additional Protection, Additional Living Expense** is replaced by the following:

1. **Additional Living Expense**

**We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Or Other Microbes Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B** or **Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 24 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

**We** do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

All other policy terms and conditions apply.

*The following endorsement changes your policy.  
Please read this document carefully and keep it with your policy.*

## Texas Amendatory Endorsement - AVP345

In **Section I Conditions**, the following changes are made:

A. Item 3, **What You Must Do After A Loss**, is replaced by the following:

3. **What You Must Do After A Loss**

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:
  - 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.
  - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
  - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) Upon **our** request, send to us your signed sworn proof of loss within 91 days of the date of **our** request. This statement must include the following information:
  - 1) the date, time, location and cause of loss;



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- 2) the interest **insured persons** and others have in the property, including any encumbrances;
- 3) any other insurance that may cover the loss;
- 4) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
- 5) at **our** request, the specifications of any damaged **building structure** or other structure;
- 6) the estimated or actual cost to repair or replace the property stolen or damaged by the loss with materials of like kind and quality;
- 7) the amount **you** have actually spent to repair or replace the property stolen or damaged by the loss; and
- 8) in the event that **you** give **us** a signed proof of loss, and after submitting that to **us**, **you** determine that you want to include a claim for additional damage or loss, **you** must submit to **us** a supplemental proof of loss which identifies the amount of the additional loss for each item damaged or stolen.

We have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

B. Item 8, **Appraisal**, is replaced by the following:

8. **Appraisal**

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party shall select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire then an umpire will be appointed in the following manner:

- a) **You** or **we** will request the American Arbitration Association (AAA) to select an umpire at:

American Arbitration Association  
Case Filing Services  
Attn: Allstate Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org  
(with subject matter as "Allstate Texas Appraisal")

- b) Only if AAA advises **you** and **us** in writing that it cannot appoint an umpire may **we** then jointly request a judge of a district court in the judicial district where the **residence premises** is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, or a justice court, a municipal court, a probate court, or of a commissioner's court.

The appraisers shall then determine the amount of the loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and **us**, the amount agreed upon shall be the amount of the loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of the loss. Each party will pay the appraiser it chooses, and equally bear expense for the umpire and all other appraisal expenses.

If the appraisal process is initiated, the appraisal award shall be binding on **you** and **us** concerning the amount of the loss. **We** reserve the right to deny the appraisal award in part or in its entirety based upon the lack of coverage under the policy or failure to satisfy policy terms.

C. Item 13, **Action Against Us**, is replaced by the following:

13. **Action Against Us**

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a) there has been full compliance with all policy terms; and
- b) the action is commenced within two years and one day from the date the cause of action first accrues; and
- c) in the event that **you** and **we** fail to agree on the amount of loss claimed by **you**, unless **you** have previously provided to **us** a signed sworn proof of loss, it is a condition under this **Action Against Us** provision that no later than 91 days prior to commencing any action against **us** that **we** receive from **you** a signed sworn proof of loss, which contains, to the best of **your** knowledge and belief, the following information:
  - 1) the date, time, location and cause of loss;
  - 2) the interest **insured persons** and others have in the property, including any encumbrances;
  - 3) any other insurance that may cover the loss;
  - 4) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
  - 5) at **our** request, the specifications of any damaged **building structure** or other structure;
  - 6) the estimated or actual cost to repair or replace the property stolen or damaged by the loss with materials of like kind and quality;
  - 7) the amount **you** have actually spent to repair or replace the property stolen or damaged by the loss; and
  - 8) in the event that **you** give **us** a signed proof of loss, and after submitting that to **us**, **you** determine that **you** want to include a claim for additional damage or loss, **you** must submit to **us** a supplemental proof of loss which identifies the amount of the additional loss for each item damaged or stolen.

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- d) If after **we** receive **your** proof of loss as described in paragraph c) above, **you** and **we** are still not able to agree on the amount of loss, then either party may make a written demand for an appraisal, as described in **Section I Conditions, Appraisal**. If this demand for appraisal is made before an action is filed against us in a court of competent jurisdiction, then the appraisal must occur before a suit can be filed against **us**. If the demand for appraisal is made after an action has been filed against us in a court of competent jurisdiction, then the parties agree to ask the court to abate the further proceeding of that action until the appraisal is completed and a determination of the amount of loss is made as described in **Section I Conditions, Appraisal**.

To initiate the appraisal process either party must provide written notice of the dispute to the other party and make a written demand for appraisal of the amount of loss.

The time limit stated in item 13. b) shall be suspended from the date of the first written demand for appraisal until the date of the appraisal award.

D. Item 19, **Mortgagee**, is replaced by the following:

**19. Mortgagee**

A covered loss will be payable to the mortgagee(s) named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

**We** will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal of, or directed by, an **insured person**, failure by any **insured person** to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and
- b) give the mortgagee at least 10 days notice if **we** cancel the policy.

The mortgagee will:

- a) furnish proof of loss, upon our request, within 91 days after notice of the loss, if an **insured person** fails to do so;
- b) pay upon demand any premium due if an **insured person** fails to do so;
- c) notify **us** in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give **us** the mortgagees right of recovery against any party liable for loss; and

- e) after a loss, and at **our** option, permit **us** to satisfy the mortgage requirements and receive full transfer of the mortgage.

If property covered under **Dwelling Protection-Coverage A** is foreclosed upon under a deed of trust, the mortgagee of that property may cancel this policy at any time by notifying **us** of the date cancellation is to take effect. **We** will send the refund, if any, to the mortgagee.

The mortgagee must credit the refund against any deficiency owed by **you** and return any amount not credited to **you**.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

All other policy terms and conditions apply.

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## Your Estimated Home Replacement Cost

Allstate has determined that the estimated cost to replace your home is: \$196,910.

We based your estimated cost on information provided by you and selected data that was available to us, which is described in the "Insured property details" section of your Declarations Page. Please review all the information in this section to ensure the accuracy of the information used to determine the estimated replacement cost of your home.

The enclosed Declarations Page shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Insured property details" section of your Declarations Page). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred. Please keep in mind that we do not guarantee the adequacy of the estimate to cover any future loss(es).

### How Is the Replacement Cost Estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

### Note to Customers Renewing Their Policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your

home's characteristics is provided in the "Insured property details" section of your Declarations Page.

**Please note: Your Dwelling information is used to estimate your home replacement cost. It's important to review and update this information so we're using the most accurate details to estimate your home's replacement value.**

If the information about your home shown in your Declarations Page requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE.

X73182-1

## Address Confirmation Request

### Please Confirm Your Current Address

As you may know, we base our property insurance rates, in part, on where a customer's property is located. According to our records, the location of the dwelling your property policy covers is:

Address: **1709 Azalea St**  
 City/Village/Township: **Mission**  
 State: **TX**  
 Zip: **78573-9299**  
 County: **Hidalgo**

**We ask that you please review this information to make sure the address we've listed above is accurate.** If you see any information that is incorrect, please contact your Allstate representative as soon as possible and provide them with the correct information. Once we receive your updated information, we will send you an Amended Declarations Page and, if necessary, adjust your insurance premium to reflect the updated information.

If the information above is correct, you do not need to contact us. Feel free to contact your Allstate representative with any questions you may have about this notice.

X72770

## Information Regarding Flood Damage Coverage

Texas law requires that we provide you with this notice regarding flood damage coverage.



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Please read this notice carefully. In addition, it is important to read all of your property policy documents to confirm the coverage your policy provides.

## NOTICE

- Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company, or visit [www.floodsmart.gov](http://www.floodsmart.gov).**

If you have any questions about this notice or your policy coverage, you can contact your Allstate Agent or representative, call 1-800 ALLSTATE® (1-800-255-7828), or visit [www.allstate.com](http://www.allstate.com). We're here to help!

xc7124

intended location is covered. Also, bodily injury resulting from the sudden and accidental discharge, dispersal, release or escape of carbon monoxide from a heating system, an appliance for heating water, or a household appliance located at the residence premises is covered.

Your policy does not cover any liability imposed upon any insured person by any governmental authority for bodily injury or property damage which results in any manner from, or for property damage consisting of or caused by, any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.

The term "pollutants" includes, but is not limited to:

- lead in any form;
- asbestos in any form;
- radon in any form; or
- oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the residence premises.

XC1387

## Identity Theft Expenses Coverage—Coverage for Identity Theft Victims

While modern technology has made our lives easier, it has also made it easier for thieves to commit identity theft.

Thieves begin by gaining access to personal information such as your Social Security Number, date of birth and driver's license number. They then use this information to set up fake accounts, open loans, rent housing, secure employment or even obtain medical care—all without you even knowing.

As this crime grows increasingly common, consumers need options for dealing with the costs and hassles related to identity theft—that's why we're offering Identity Theft Expenses Coverage.

### For Just \$30 per Year, You Can Get Help to Restore Your Good Name

Now Allstate has a product that can help you if your identity is stolen. You can add this optional coverage to your property policy for just a few dollars a month—a small price to pay for peace of mind—especially when you consider that while other insurance companies typically require a deductible for similar protection, with Allstate there is no deductible.

## Certain Losses Are Excluded

Your policy contains several exclusions, which are listed in the sections titled "Losses We Do Not Cover" throughout the policy. All these exclusions can impact the coverage provided by your policy. Please review your policy, including all the policy exclusions, carefully.

Among the other exclusions, your policy does not provide Dwelling Protection, Other Structures Protection, or Personal Property Protection coverage for loss caused by or consisting of any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants, or pollutants.

Your policy also does not provide Liability or Medical coverage for bodily injury or property damage which results in any manner from any type of vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, irritants, contaminants or pollutants. However, bodily injury or property damage which results from heat, smoke or fumes from a fire which becomes uncontrollable or escapes from its

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## Allstate Takes Identity Theft Expenses Coverage a Step Further

If you purchase this coverage, we'll reimburse you for covered expenses you incur to restore your identity up to a \$25,000 coverage limit. That's more than most companies offer for this type of coverage. This coverage includes reimbursement for:

- **Attorneys fees** (subject to applicable coverage limits)—in case you need to hire an attorney to defend you if lawsuits are brought against you by merchants or collection agencies, if you need help to remove criminal or civil judgments wrongly entered against you, or to challenge information contained in your credit report.
- **Lost wage recovery** (up to \$250/day with a \$5,000 cap)—this will help cover wages or salary you may lose if you need to take time off work to complete affidavits or meet with law enforcement agencies, financial institutions, credit grantors, credit reporting agencies or attorneys.
- **Loan reapplication fees**—this covers your expenses if you need to reapply for loans denied you solely because the lender received incorrect information due to identity theft.
- **Other expenses**—covers other expenses involved in restoring your identity, such as mailing costs, notary expenses and long-distance phone calls.

## You Can Get Help If You Become a Victim

If you become a victim of identity theft, you probably won't know all that is involved in restoring your name. There are many issues you would need help with, including:

- Understanding your rights as an identity theft victim.
- Filling out paperwork, including police reports.
- Issuing a Fraud Alert to the three major credit bureaus, as well as Social Security Administration, Federal Trade Commission, and U.S. Postal Service.
- Obtaining copies of your credit bureau reports.
- Working with the three major credit bureaus to restore the accuracy of your credit history.
- Reviewing your credit history to verify if fraud includes items such as public records (liens, judgments, bankruptcies); credit accounts; or errors with addresses/prior employment.
- Issuing a fraud alert to affected financial institutions and credit card companies.
- Tracing Social Security Numbers and notifying and working with the Department of Motor Vehicles, collection agencies for creditors, and law enforcement personnel.

This may seem overwhelming, but our Identity Theft Expenses Coverage can help. With it, if you decide to hire a firm to help you address identity theft issues such as these, you will have up to \$2,000 available to pay for their services. In addition, we may refer you to a firm that specializes in addressing the effects of identity theft.\* In either case, if you have this coverage you'll have peace of mind knowing you can get help to restore your identity.

## Are You in Good Hands®?

With Allstate you're getting more than great products and service. You get a team of people who know insurance and give you the freedom to manage your insurance your way. To sign up for Identity Theft Expenses Coverage, or for more information, just call your Allstate representative or log on to [allstate.com](http://allstate.com).

\*Referrals, if any, are solely at the discretion of Allstate. Identity Theft Expenses Coverage is subject to policy terms. Please read the policy endorsements carefully.

**X71831-1**

## Additional Protection for Your Most Valuable Possessions

Property insurance covers many belongings, but some items may require higher coverage limits than those in a standard property policy.

Scheduled Personal Property (SPP) coverage gives you additional protection against loss or damage to your valuables. It's protection not typically provided with standard property coverage. SPP benefits typically include:

- No deductibles to meet
- Coverage for lost or damaged items
- Coverage for valuables kept in a storage location outside your home

## Items That May Need the Extra Protection

SPP coverage provides protection for an array of valuable personal property. Here are some of the items you can protect by purchasing SPP coverage through Allstate:

- Jewelry (including wedding rings and precious or semi-precious stones)
- Furs
- Cameras (digital, still, movie, video and related equipment)
- Silverware and antiques (including furniture)
- Musical instruments



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- Collections (stamps, coins, music)
- Fine art works (including paintings, etchings, vases and sculptures)
- Manuscripts or books
- Home-office equipment (laptop, computer, audio/visual)
- Sports equipment (such as golf clubs)

### Affordable Protection for Your Valuables

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need.

The rates are generally a small percentage of the total value of the items you're insuring. This means that your valuables are being protected for only a fraction of the cost.

### Regularly Review Your SPP Coverage

Even if you currently have SPP coverage, it's a good idea to review it annually. It's possible that the value of your property has changed or that you've purchased new items that have not been added to your coverage.

To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at [allstate.com](http://allstate.com).

**X73169**

and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more for a flood claim.

### Flood Coverage Is Affordable

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy. You can switch to an NFIP flood insurance policy administered by Allstate for the same amount of premium you may be paying elsewhere. If you choose Allstate, you can have the quality service you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at [allstate.com](http://allstate.com).

\* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

*Subject to availability and qualifications. Other terms, conditions and exclusions may apply.*

**X73168**

## What You Should Know About Flood Insurance

Most homeowners, renters and commercial insurance policies do not provide coverage for flood damage. In fact, protection against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program (NFIP) and offers standard flood insurance policies.\* A flood insurance policy can help complete the insurance protection for your property and help protect your financial well-being.

### You May Have More Risk from Flood Than You Think

Approximately 90 percent of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25 percent of all flood losses occur in low- to moderate-risk areas.

What's more, flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy). So if you purchase your NFIP coverage through Allstate, you would have the convenience

## How We Compensate Our Agencies

The company listed below uses local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies provide numerous services to customers on the company's behalf. Agencies are paid a commission by the company for selling and servicing the company's insurance policies and may be eligible to receive additional compensation and rewards based on performance.

Allstate Vehicle and Property Insurance Company

**X72006-1**

## Important Information About the Recoupment Charge on Your Declarations Page

In 2001 the Texas Legislature created the Rural Volunteer Fire Department Assistance Program to help finance volunteer fire departments across the state with equipment and training.

In order to cover the costs for this program, Texas law permits the Texas Comptroller to assess charges on insurance

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companies, like Allstate, to fund the Volunteer Fire Department Assistance Fund. The law also allows an insurance company to then recover these assessments by charging their policyholders.

As a result of this program, a nominal recoupment charge has been added to your premium and is listed on the enclosed Declarations Page. Please note that this charge will also appear on your bill, which will be sent to you soon in a separate mailing.

If you have questions about any of the information contained in this notice, please contact your Allstate representative.

**X71712**

## **Use Of Credit Information Disclosure**

**Insurer's name:**

Allstate Vehicle and Property Insurance Company

**Address:**2775 Sanders Road  
Northbrook, IL 60062**Telephone number:**

1-800-ALLSTATE (1-800-255-7828)

Allstate **will** obtain and use credit information on you or any other member(s) of your household as a part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-578-4677 or P.O Box 149104, MC104-PC, Austin, Texas 78714.

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or

nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself, or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

## **SUMMARY OF CONSUMER PROTECTIONS CONTAINED IN CHAPTER 559**

**PROHIBITED USE OF CREDIT INFORMATION.** An insurer may not:

- (1) use a credit score that is computed using factors that constitute unfair discrimination;
- (2) deny, cancel, or nonrenew a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
- (3) take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- (1) has statistical, actuarial, or reasonable underwriting information that: (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
- (2) treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
- (3) excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

**NEGATIVE FACTORS.** An insurer may not use any of the following as a negative factor in any credit scoring



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methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- (1) a credit inquiry that is not initiated by the consumer;
- (2) an inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- (3) a collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

**EFFECT OF EXTRAORDINARY EVENTS.** An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

**NOTICE OF ACTION RESULTING IN ADVERSE EFFECT.** If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

**DISPUTE RESOLUTION; ERROR CORRECTION.** If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be

verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

**CD-1 v.0710**

## Did Extraordinary Circumstances Affect Your Credit Information?

Allstate understands that people sometimes face difficult circumstances. If extraordinary life events have negatively affected your credit history, you may request that we consider this when we review your credit information, as part of the policy rating process. These extraordinary life circumstances include:

- Divorce or Dissolution of Marriage
- Death of a Spouse, Child, Parent or Member of the Same Household
- Involuntary Unemployment
- Catastrophic Medical Expense
- Medical Crisis
- Care of Adult Dependent
- Identity Theft
- Serious or Catastrophic Long-term Injury, Illness or Disability
- Care of a Dependent Grandchild
- Domestic Violence

### Your Next Steps

If you believe any of these experiences have negatively affected your credit history, please contact your Allstate representative or call Allstate directly at 1-877-304-2644. If you decide you want us to review your information, please give us a call within 90 days of the date your policy begins (as shown in your Declarations Page).

### What You Can Expect

If you contact us, we will send you an Extraordinary Circumstances Appeal Form to complete and return to us. We

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also will ask you to provide any documentation that will help your appeal. Once we receive your Extraordinary Circumstances Appeal Form and supporting documentation, we will evaluate your appeal and determine whether or not you qualify for a lower premium. In any case, you will be notified of the outcome of our review.

**Thank You**

Allstate values and appreciates your business. We look forward to helping protect what's important to you for many years.

**X73326**

postage, have fewer checks to write, and have the monthly installment fee reduced.

- You can also pay your premium over the phone with either a check or credit card. Simply call us toll-free at 1-800-ALLSTATE. You'll be asked for your policy number when you pay by phone, so it's a good idea to have your policy documents in hand before you call.
- You can set up an escrow account to ensure your premiums are paid on time. (Please contact your mortgage lender for more information on setting up an escrow account.)
- You can choose to pay your premium in full.

**Have Questions? Please Contact Us**

If you have any questions about the Responsible Payment Discount, or if you'd like more information about the different bill paying options available to you, please contact your Allstate representative, or call us toll-free at 1-800-ALLSTATE.

**X73075**

## You're Receiving the Responsible Payment Discount

As an added benefit of being an Allstate customer, you're receiving our Responsible Payment Discount on your House & Home policy.

Here's how the Responsible Payment Discount works. From this point on, you will continue to receive this discount:

- If you pay your premium in full.
- If you pay your premium through a third party (e.g., escrow).
- If we do not send you a **cancellation notice** for nonpayment of premium (the billing notice we send when we don't receive your payment on time).
  - If we send you a cancellation notice for nonpayment of premium and your policy renews, the discount will be reduced at renewal, which may cause your overall insurance premium to increase.
  - If this discount is reduced because of a cancellation notice, we will add it back to your policy at renewal if no cancellation notices for nonpayment of premium have been sent to you within the most recent twelve-month period ending 45 days prior to your renewal effective date.

**Payment Options to Help You Save Money**

We want you to continue saving money with the Responsible Payment Discount, so we offer several ways to make paying your bills fast and easy.

- You can sign up for the **Allstate® Easy Pay Plan**, which allows us to deduct your insurance premiums each month, or in full, from your checking account. You'll save on

## Add the Enhanced Package to Your Policy and Save Even More

Consider adding the Enhanced Package to your House & Home policy for even greater value.

The Enhanced Package gives you all of these benefits:

- **Claim RateGuard®**—Allows you to keep your Claim-Free Discount (if you qualify for the discount) and protects your rate from going up just because you file a claim.
- **Claim-Free Bonus**—Gives you up to a 5% premium credit each year you go without a claim.
- **Deductible Reward**—You may qualify for an immediate \$100 off a qualified deductible when you add the Enhanced Package. Then you'll get an additional \$100 each designated twelve month period you don't have a chargeable claim—up to \$500 total.

If you'd like to add the Enhanced Package to your House & Home policy or have any questions about these features, please contact your Allstate representative. All Enhanced Package features are subject to policy terms and conditions.

**X73736**

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## Your Property Policy Includes a Tropical Cyclone Deductible and a Windstorm and Hail Deductible

The following is a summary of the Tropical Cyclone and Windstorm and Hail Deductibles. Please note that this is only a summary and is not a part of your policy. For detailed information about the coverage provided by your policy, please read the policy, including the Declarations Page, the Tropical Cyclone Deductible Endorsement, the Windstorm and Hail Deductible Endorsement and any other applicable endorsements. If you have any questions regarding the Tropical Cyclone Deductible, the Windstorm and Hail Deductible, the deductible options available to you or your insurance coverage in general, please contact your Allstate representative.

### **When does the "Tropical Cyclone Deductible" apply?**

The Tropical Cyclone Deductible is a separate deductible that applies in the event of covered loss "caused by tropical cyclone or by any object(s) driven by tropical cyclone."

For the purpose of the Tropical Cyclone Deductible, we've defined "tropical cyclone" as "a hurricane, a tropical storm, or any wind, hail, rain, snow, or sleet accompanying a hurricane or a tropical storm."

If another deductible applicable to the loss exceeds the Tropical Cyclone Deductible, the greater deductible will apply. *"Please refer to the Tropical Cyclone Deductible Endorsement for other applicable definitions and provisions."*

### **When does the "Windstorm and Hail Deductible" apply?**

The Windstorm and Hail Deductible is a separate deductible that applies for sudden and accidental direct physical loss caused by windstorm or hail to covered property when the Tropical Cyclone Deductible does not apply. This is the total amount of deductible for any one loss due to windstorm or hail.

If another deductible applicable to the loss exceeds the Windstorm and Hail Deductible, the greater deductible will apply. *"Please refer to the Windstorm and Hail Deductible Endorsement for other applicable definitions and provisions."*

### **What are the amounts of the "Tropical Cyclone Deductible" and "Windstorm and Hail Deductible" and how are they calculated?**

Your Tropical Cyclone Deductible and Windstorm and Hail Deductible amounts appear on the enclosed Policy Declarations. When the Tropical Cyclone Deductible or Windstorm and Hail Deductible applies, we will pay for a covered loss only when the amount of that loss exceeds that

deductible amount shown on the Declarations Page (subject to applicable policy terms, conditions, limitations and exclusions). We will then pay only the excess amount.

The following example illustrates how the Tropical Cyclone Deductible and the Windstorm and Hail Deductible are calculated when percentage deductibles are applicable. The amounts of your Tropical Cyclone Deductible and Windstorm and Hail Deductible would be based upon a percentage of your Dwelling Protection coverage limit. If your Dwelling Protection coverage limit is \$100,000 and you have a 5% Tropical Cyclone Deductible or Windstorm and Hail Deductible, your Tropical Cyclone Deductible or Windstorm and Hail Deductible amount would be \$5,000 (.05 x \$100,000). If the covered loss is not caused by a tropical cyclone or wind or hail, the All Other Peril Deductible listed on your Declarations Page will apply.

You may have the option to reduce your policy premium by choosing a higher deductible. Please keep in mind that if you choose a higher deductible, your premium may decrease, however, the amount we pay you for a covered loss will be less when the deductible applies. Your Allstate representative can discuss your options with you.

If a percentage deductible applies to your Tropical Cyclone Deductible and Windstorm and Hail Deductible, it is calculated as a percentage of your Dwelling Protection coverage limit, your deductible amount will change accordingly if your Dwelling Protection coverage limit changes for any reason, including, for example:

- you change your Dwelling Protection coverage limit; or
- due to the application of the policy's Property Insurance Adjustment provision, if applicable, which may automatically increase your Dwelling Protection coverage limit as described in the policy.

Further details regarding these deductibles can be found in the Tropical Cyclone Deductible Endorsement and the Windstorm and Hail Deductible Endorsement. Again, if you have any questions regarding the Tropical Cyclone Deductible, the Windstorm and Hail Deductible, the deductible options available to you or your insurance coverage in general, please contact your Allstate representative.

**X73829**

## **Important Information About Your Credit-Based Insurance Score**

Please take a moment to read the notice immediately following this insert containing important information about our use of

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consumer reports and your rights under the federal Fair Credit Reporting Act. In that notice, we explain why we order credit reports and explain how important it is for you to check the accuracy of that information.

In the state where we issued your policy we are required by law to inform you of certain factors in your credit report(s) adversely affecting your credit-based insurance score. The most significant of these factors are:

**The presence of a collection within the past five years:** When we refer to a "collection," this could include collections that were previously paid off or collections on closed accounts. We exclude medical collections that are identified as such. Those with the most favorable insurance scores will typically have no collections on their credit report. Avoiding future collections may lead to a more favorable insurance score.

**The average number of months that accounts are listed on the credit report:** Generally, the longer your average age of accounts, the more favorable your insurance score will be. Those with the most favorable insurance scores often have an average age of accounts of 16 years or longer.

**The presence of at least one customer-initiated, bank-related inquiry on your credit report in the past two years:** Inquiries appear on your credit report to show that credit grantors or other authorized parties have requested a copy of your credit report. Please note that we only consider customer-initiated inquiries, and we consider no more than one customer-initiated, bank-related inquiry during any 90-day period. Generally, fewer customer-initiated credit inquiries may lead to a more favorable insurance score.

**The presence of a derogatory item within the past five years:** A derogatory item may include a delinquency, a collection, or a derogatory public record, such as a bankruptcy, judgment, lien, repossession, or foreclosure. Avoiding derogatory items in the future may lead to a more favorable insurance score.

You may request a copy of your TransUnion Personal Credit Report by writing to:

TransUnion National Disclosure Center  
2 Baldwin Place  
P.O. Box 1000  
Chester, PA 19022  
1(888)503-0048  
[www.transunion.com](http://www.transunion.com)

XF4

## Consumer Report Information and Its Impact on Your Insurance

Many factors play a role in determining your insurance premium. Among the factors we consider are the following: where you live, the coverages and limits you've chosen and discount eligibility. In addition, we use consumer reporting agency information for eligibility and rating purposes. The federal Fair Credit Reporting Act requires us to inform you when we take adverse action based on a consumer report.

As permitted by law, we ordered credit report information about you and your spouse, who are both named insureds on the policy.

Based in whole or in part on the information provided to us by the credit reporting agency listed below, Allstate Vehicle and Property Insurance Company is unable to offer you a lower rate: based on the credit information available to us.

### You May Request a Free Credit Report

Under Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from the consumer reporting agency listed below if you request it within 60 days of receiving this notice (even if the report did not contain any information regarding credit status). You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency listed below the accuracy or completeness of any information in any report(s) furnished by the agency.

If you'd like a free copy of your credit report, be sure to make your request within 60 days of receiving this notice. You can contact the reporting agency at:

TransUnion National Disclosure Center  
2 Baldwin Place  
P.O. Box 1000  
Chester, PA 19022  
Phone: 1-888-503-0048  
[www.transunion.com](http://www.transunion.com)

Please keep in mind that the consumer reporting agency did not make the decision to take this adverse action and will not be able to provide you with any specific reasons regarding why we took this action. Also, any changes to your name or address within the past two years can affect the completeness of your report. If your information has changed, please let your insurance representative know.

**Have Questions? Please Contact Your Allstate Representative**



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We hope you will take advantage of these rights and help us give you the lowest premium we can provide. If you have any questions about the information contained in this notice, or about your insurance in general, please contact your insurance representative.

## **The Connection Between Credit History and Premium**

We determine premiums using the information you provide on your insurance application, as well as using other factors.

Certain credit report information has proved an effective predictor of insurance losses. It also allows us to keep costs competitive by helping make it possible for customers who are less likely to experience losses to pay less for their insurance. Keep in mind we use credit history in addition to, not instead of, our other characteristics. By considering this information, we can match likelihood of loss to premium even more precisely, and we think that's good for our customers. It allows us to keep insurance costs as competitive as possible for the greatest number of policyholders. You can also learn more about our use of credit information, including ways you may be able to improve your insurance score, by visiting [allstate.com](http://allstate.com).

In states which have laws that provide couples entering into civil unions, domestic partnerships, or similar relationships the benefits, protections and responsibilities under law as are granted to spouses in a marriage in this state, the term "spouse" in this notice includes civil partners, domestic partners or any similar relationship recognized by the laws of this state.

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## **CONSUMER BILL OF RIGHTS**

### **Homeowners, Dwelling, and Renters**

### **Insurance**

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**What is the Bill of Rights?**

It is a basic outline of important rights you have under Texas law. Insurance companies must give you this Bill of Rights with your policy. It is important to read and understand your policy.

**The Bill of Rights is not:**

- A complete list of all your rights,
- Part of your policy, or
- A list of everything that you are responsible for.

**Questions about these rights?**

- If you are not sure about anything in your policy, ask your agent or insurance company.
- If you have questions or a complaint, contact the Texas Department of Insurance (TDI) at:

**Call with a question:** 1-800-252-3439

**Email with a question:** ConsumerProtection@tdi.texas.gov

**File a complaint through the website:**

[www.tdi.texas.gov//consumer/get-help-with-an-insurance-complaint.html](http://www.tdi.texas.gov//consumer/get-help-with-an-insurance-complaint.html)

**File a complaint by mail:**

Consumer Protection MC 111-1A  
P.O. Box 12030  
Austin, TX 78711-2030

- To learn more about insurance, visit [www.opic.texas.gov](http://www.opic.texas.gov) or call the Office of Public Insurance Counsel (OPIC) at 1-877-611-6742.

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## **Where to Get Information**

- 1. Your insurance company.** When you get a copy of your policy you will also get an "Important Notice" from the company. The notice explains how to contact your company and how to file a complaint. You may request a complete copy of your policy from your company at any time.
- 2. Your declarations page.** The declarations page, also called the "dec page," shows: (a) the name and address of your insurance company, (b) the location of the insured property, (c) the dates your policy is in effect, and (d) the amounts and types of coverage.  
Your company must list the exact dollar amount of each deductible in your policy. The declarations page, or a separate page, must also list any part of your policy that changes any deductible amount.
- 3. The Texas Department of Insurance (TDI).** You have the right to call TDI for free at 1-800-252-3439 for information and help with a complaint against an insurer. You can also find information on the TDI website at [www.tdi.texas.gov](http://www.tdi.texas.gov).
- 4. Resources for shopping for insurance.** The Office of Public Insurance Counsel (OPIC) and TDI developed [www.HelpInsure.com](http://www.HelpInsure.com) to help you compare rates and coverages for different insurance companies. OPIC also has an online tool to help you compare policies. You can find this policy comparison tool at [www.opic.texas.gov](http://www.opic.texas.gov).

## **What You Should Know When You File a Claim**

- 5. Deadlines for processing claims and payments.** You should file your claim with your insurance company as soon as possible. When you file a claim on your own policy, the insurance company must meet these deadlines:
  - **Within 15 days after you file a claim:** The company must let you know they received your claim. The company must also start their investigation and ask you for any other information they need.
  - **Within 15 business days after they get all the information they need:** The company must approve or deny your claim in writing. They can extend this deadline up to **45 days** from the date they: (a) let you know they need more time and (b) tell you why.
  - **Within 5 business days after they let you know your claim is approved:** The company must pay the claim.  
Note: TDI can extend these deadlines by 15 more days if there is a weather-related catastrophe.

If your company fails to meet these deadlines, you may be able to collect the claim amount, interest, and attorney's fees.

- 6. Written explanation of claim denial.** Your insurance company must tell you in writing why your claim or part of your claim was denied.
- 7. Reasonable investigation.** Your insurance company cannot refuse to pay your claim without a reasonable investigation of the claim. You should keep records of all claim communications (including notes from phone calls) and other claim documentation (including damage estimates and receipts).
- 8. Information not required for processing your claim.** Your insurance company can only ask for information reasonably needed for their claim investigation. However, they cannot ask for your federal income tax returns unless: (a) they get a court order or (b) your claim involves a fire loss, loss of profits, or lost income.
- 9. Release of claim payments from lenders.** Often an insurance company will make a claim payment to you and your lender. If your lender gets the payment:
  - **No later than 10 days after receiving it they must:** (a) notify you and (b) tell you what you must do so the money can be released.
  - **No later than 10 days after you ask for the money, they must:** (a) send the money to you, or (b) tell you how to get the money released.
 If your lender does not: (a) provide the notices mentioned above or (b) pay the money after all the requirements have been met, the lender must pay you interest on the money.
- 10. Notice of liability claim settlement.** Liability means you are responsible for other people's injuries or damage to their property. Your insurance company must let you know in writing:
  - About the first offer to settle a claim against you within **10 days** after the offer is made.
  - About any claim settled against you within **30 days** after the date of the settlement.

## **Who to Contact for Claim Disagreements**

- 11. Claim disagreements.** You can dispute the amount of your claim payment or what is covered under your policy. You can:
  - Contact your insurance company.



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- Contact an attorney to advise you of your rights under the law. The State Bar of Texas can help you find an attorney.
- Pay a licensed public adjuster to review the damage and handle the claim.
- File a complaint with TDI.

## **What You Should Know about Renewal,**

### **Cancellation and Nonrenewal**

**Renewal** means that your insurance company is extending your policy for another term.

**Cancellation** means that, **before the end of the policy period**, the insurance company:

- Terminates the policy;
- Gives you less coverage or limits your coverage; or
- Refuses to give additional coverage that you are entitled to under the policy.

**"Refusal to renew"** and **"nonrenewal"** are terms that mean your coverage ends at **the end of the policy period**. The policy period is shown on the declarations page of your policy.

**12. Notice of premium increase.** If your insurance company plans to increase your premium by 10 percent or more on renewal, your company must send you notice of the rate increase at least **30 days** before your renewal date.

**13. Insurance company cancellation of homeowners policies.**

If your homeowners policy has been in effect for **60 days or more**, your company can only cancel your policy if:

- You don't pay your premium when it is due;
- You file a fraudulent claim;
- There is an increase in the risk covered by the policy that is: (a) within your control and (b) would make your premium go up; or
- TDI decides that keeping the policy violates the law.

If your policy has been in effect for **less than 60 days**, your company can only cancel your policy if:

- One of the reasons listed above applies;
- They reject a required inspection report within **10 days** after getting the report. The report must be done by a licensed or authorized inspector and cannot be more than 90 days old; or
- They find something that creates an increase in risk that you did not include in your application and is not related to a prior claim.

**14. Insurance company cancellation of other residential property policies.** After your policy has been in effect for **90 days**, your company can only cancel your policy if:

- You don't pay your premium when it is due;
- You file a fraudulent claim;
- There is an increase in the risk covered by the policy that is: (a) within your control and (b) would make your premium go up; or
- TDI decides that keeping the policy violates the law.

**15. Notice of cancellation.** If your insurance company cancels your policy, they must let you know by mail at least **10 days** before the effective date of the cancellation. Check your policy because your company may give you more than 10 days' notice.

**16. Your right to cancel.** You can cancel your policy at any time and get a refund of the unused premium.

**17. Refund of premium.** If you or your insurance company cancel your policy, the company must refund any unused premium within 15 business days from:

- the date the company receives notice of the cancellation or
- the date of cancellation, whichever is later.

You must let your company know you want the refund sent to you. If not, they may refund the remaining premium by giving you a premium credit on the same policy.

**18. Limits on using claims history for nonrenewal.** Your insurance company cannot refuse to renew your policy based on claims for damage from natural causes, including weather-related damage; or claims that are filed but not paid or payable under the policy.

**Appliance-related water damage claims.** Your insurance company cannot refuse to renew your policy based on an appliance-related water damage claim if:

- The damage has been properly repaired or remediated; and
- The repair or remediation was inspected and certified.

**However, your insurance company may refuse to renew your policy based on appliance-related water damage claims if:**

- Three or more claims were filed and paid (including a claim filed by a prior owner on your property); or
- You: (a) file 2 claims within a three-year period; and (b) after the second claim, your company gives you written notice that filing a third appliance-related

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claim could result in your policy not being renewed; and

- You file a third claim.

**Claims other than appliance-related water damage claims.**

**claims.** Your insurance company cannot refuse to renew your policy based on other claims unless:

- You: (a) file 2 claims within a three-year period; and (b) after the second claim, your company gives you written notice that filing a third claim could result in your policy not being renewed; and
- You file a third claim.

**19. Limits on using claims history to increase premium.** Your insurance company cannot increase your premium based on claims for damage from natural causes, including weather-related damage; or claims that are filed but not paid or payable under your policy.

**Appliance-related water damage claims.** Your company cannot increase your premium based on a prior appliance-related water damage claim if:

- The damage has been properly repaired or remediated; and
- The repair or remediation was inspected and certified.

**However, your insurance company may increase your premium based on prior appliance-related water damage claims if:**

- Three or more claims were filed and paid (including a claim filed by a prior owner on your property)

**Claims other than appliance-related water damage claims.**

Your insurance company cannot increase your premium based on other claims unless:

- You file 2 or more claims within a three-year period.

**20. Right to ask questions.** You can ask your insurance company a question about your policy. They cannot use your questions to deny, nonrenew, or cancel your coverage. Your questions also cannot be used to determine your premium.

For example, you may ask:

- General questions about your policy;
- Questions about the company's claims filing process; and
- Questions about whether the policy will cover a loss, unless the question is about damage: (a) that occurred and (b) that results in an investigation or claim.

**21. Limit on using credit information to nonrenew your policy.** An insurance company cannot refuse to renew your policy solely because of your credit.

**22. Protections from discrimination.** An insurance company cannot refuse to insure you; limit the coverage you buy; refuse to renew your policy; or charge you a different rate based on your race, color, creed, country of origin, or religion.

**23. Protection for low-value property.** An insurance company cannot refuse to renew your policy because the property value is low.

**24. Protection for older houses.** An insurance company cannot refuse to renew your policy based on the age of your property. However, they can refuse to renew your policy based on the condition of your property, including your plumbing, heating, air conditioning, wiring, or roof.

**25. Notice of nonrenewal.** Your insurance company must send you a notice that they are not renewing your policy. They must let you know at least **30 days** before your policy expires, or you can require them to renew your policy.

**26. Notice of a "material change" to your policy.** If your insurance company does not want to cancel or nonrenew your policy, but wants to make certain material changes, then they must explain the changes in writing at least **30 days** before the renewal date. Material changes include:

- Giving you less coverage;
- Changing a condition of coverage; or
- Changing what you are required to do.

Instead of a notice of "material change" a company may choose to not renew your existing policy. If so, the company has to send a nonrenewal letter, but may still offer you a different policy.

Note: A company cannot reduce coverage during the policy period unless you ask for the change. If you ask for the change, the company does not have to send you a notice.

**27. Written explanation of cancellation or nonrenewal.** You can ask your insurance company to tell you in writing the reasons for their decision to cancel or not renew your policy. The company must explain in detail why they cancelled or nonrenewed your policy.

**X4927-5**



**Privacy Statement**

Policy number:

**436 763 284**

Policy effective date:

May 27, 2024

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**Facts What does Allstate do with your personal information?**

**Why?** Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. These laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us.

This information can include:

- Name, phone number, home and email addresses, and other contact information, marital status, and family member information
- Social Security number, driver's license number, and driving records
- Healthcare information, customer file including claims and transaction history, credit information, and credit scores

**How?** Financial companies need to share customers' and former customers' personal information to run their everyday business. In the section below, we list the reasons companies can share their customers' personal information; the reasons Allstate chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information**

	Does Allstate share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, prevent fraud, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	No

**Limit sharing**

Call 1-800-ALLSTATE and our menu will prompt you through your choice(s)

Visit us online: [allstate.com](http://allstate.com)

Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice, however, you can contact us at any time to limit our sharing. **If you have previously opted out, your request remains on file and you do not need to opt out again.**

**Questions?**

Call 1-800-ALLSTATE or for more information about our privacy practices, visit us online at [allstate.com/privacy](http://allstate.com/privacy) to view our Online Privacy Statement.

**Who we are**

This Privacy Statement describes the privacy practices of Allstate Insurance Company and its Allstate branded auto, home and business insurance affiliates. For additional information about affiliates, see below and go to the Underwriting Companies link on [Allstate.com](http://Allstate.com).



Privacy Statement

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## What we do

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### How does Allstate protect my personal information?

We use a variety of physical, technical and administrative security measures that help to safeguard your personal information. We require our employees and persons or organizations that represent us to protect your information and keep it confidential.

### How does Allstate collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or give us your contact information
- Pay your insurance premium or file an insurance claim

We also collect your personal information from others, such as affiliates, credit bureaus, and insurance support organizations (which may retain and share your information with others).

### Why can't I limit all sharing?

Federal and state law only gives you the right to limit

- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws may give you additional rights to limit sharing. See below for more on those rights.

### How else does Allstate use and share personal information?

We will also disclose your personal information without notice when necessary to: (a) comply with the law or requests from regulatory and law enforcement authorities; (b) protect and defend our customers, rights or property; (c) act under exigent circumstances to protect the personal safety of our customers or the public; (d) transfer corporate ownership; (e) conduct research, actuarial studies or audits; and (f) allow an insurance institution, producer, medical institution/professional or support organization to process insurance claims, verify coverage or benefits or perform other insurance functions. We will not use your medical information for marketing purposes without your consent.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

### How can I review or correct my data?

You may access your recorded personal information under our possession and to request a correction, amendment, or deletion of such recorded personal information by sending a request to Allstate Insurance Company Customer Privacy Inquiries, PO Box 660 598, Dallas, TX 75266-0598. We may not be able to provide information relating to investigations, claims, litigation, and other matters.

## Definitions

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**Affiliates** — Companies related by common ownership or control including Allstate insurance companies offering home, auto and business insurance; Allstate Assurance Company and their life and retirement affiliates; Allstate Financial Services; American Heritage Life Insurance Company (Allstate Benefits),

Allstate roadside services and motor club companies and Signature roadside services and motor club companies, Allstate Dealer Services, National General Insurance Group and its affiliates, Castle Key Insurance Company and Castle Key Indemnity Company, North Light Specialty Insurance Company, SquareTrade (Allstate Protection Plans), InfoArmor (Allstate Identity Protection), Avail, and Arity.

**Nonaffiliates** — Companies not related by common ownership or control. They can be financial and nonfinancial companies. Allstate does not share your information with nonaffiliates for marketing purposes.

**Joint Marketing** — A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

## Other important information

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We reserve the right to change our privacy practices, procedures, and terms.

(ed. 10/2022)

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